

**AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION OF THE SPECIAL SERVICES  
SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT  
OF THE COUNTY OF GLOUCESTER**

**AND**

**GLOUCESTER COUNTY SPECIAL SERVICES  
EDUCATION ASSOCIATION**

**JULY 1, 2015 THROUGH JUNE 30, 2018**

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## **PREAMBLE**

This Agreement is entered into on the first day of July 2015 by and between the Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester, hereinafter called the "Board" and Gloucester County Special Services School District Employees' Association, hereinafter called the "Association."

## ARTICLE 1 - RECOGNITION

- A. The Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester hereby recognizes the Association as the bargaining representative for all regularly employed certificated and non-certificated personnel under 10 or 12-month contract working at least three (3) days per week or on approved leave, including but not limited to teachers, librarians, guidance counselors, nurses, social workers, speech-language specialists, Learning Disabilities Teacher-Consultants, psychologists, educational interpreters with sign language endorsement, enterprise managers, associate school library media specialist, one-to-one aides and classroom assistants, and specialized teacher assistants, but excluding tutors, contractors, support staff, administrators, supervisors, managers, confidential employees, consultants, occupational and physical therapists, and part-time employees who are not regularly employed.
- B. Unless otherwise indicated, the term "employee(s)," when used herein, shall refer to members of the Association. References to male employees shall include female employees and vice versa.
- C. Classroom Assistants
1. Included  
  
All regularly employed full and part-time classroom assistants/one-to-one aides including certified occupational therapy assistants, certified school nurse assistants, certified physical therapy assistants, teacher assistants and, specialized program assistants, and enterprise managers employed by the Gloucester County Special Services School District.
  2. Excluded  
  
Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, police employees, hourly/per diem employees and all other employees of the Gloucester County Special Services School District.

## **ARTICLE 2 – NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning all bargainable issues. It is agreed that the Association will make reasonable efforts to present its proposals to the Board of Education on or about November 1 of the year immediately preceding the expiration of the current Agreement. Negotiations may begin at this time. Any agreement negotiated shall be reduced to writing and signed by the Board and the Association.
- B. The Board and the Association each agree to pay one-half (1/2) of the cost of the final printing of a mutually agreed number of copies of this Agreement.
- C. The Association agrees that it will be responsible for distribution of copies of this Agreement to the Association members.

### **ARTICLE 3 – BOARD RIGHTS AND RESPONSIBILITIES**

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under the School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.
- D. In recognition of the unique and diverse services provided by the Board and its employees, it is understood that, from time to time, the Board may find it necessary to institute special policies and programs to address concerns which are equally applicable to all Association members.

It is understood that the Board shall retain its ability and discretion to address areas of unique need and concern by instituting special policies and programs. The Board agrees to provide notice to the Association prior to instituting any such special policy or program and to consider the Association's input with respect to the proposed policy or program. It is understood that this provision shall not be interpreted to reduce any current benefit in effect for all Association members and that policies and programs will be in agreement with the negotiated Agreement. Identified special programs or policies may be modified or discontinued at the discretion of the Board.

#### **ARTICLE 4 – EMPLOYEE RIGHTS AND PRIVILEGES**

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that personnel shall have the right to freely organize and join the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from said activities.
- B. The Board and the Association agree that they shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:18A-1, et seq., or by the Constitutions of New Jersey and the United States. The Board and the Association further agree that they shall not discriminate against any employee by reason of his/her membership or nonmembership in the Association and its affiliates, his/her participation or nonparticipation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance under this Agreement.
- C. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled, upon request, to have a person of his/her choice present to advise and represent him/her during such meeting or interview.
- D. Upon request, an employee shall be entitled to have an association representative present at an investigatory interview with an administrator or supervisor which s/he reasonably believes might result in disciplinary action. This right shall not extend to post-observation or evaluation conferences.
- E. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- F. No employee shall be disciplined or reduced in rank and/or compensation without just cause.
- G. Employees, supervisors, administrators, and Board members shall conduct themselves in a professional manner in their dealings with each other and in the performance of their respective duties, responsibilities, and obligations.

## ARTICLE 5 – ASSOCIATION RIGHTS AND PRIVILEGES

- A. Upon advance request, the Association and its representatives will be given permission to use District buildings at reasonable hours for meetings. The Superintendent shall be notified at least two (2) days prior to the meeting, except in cases of emergency, of the time and place of such meetings and his/her approval shall not be unreasonably withheld.
- B. Any additional cost beyond normal operational costs incurred in keeping a facility open or available for Association use shall be borne by the Association.
- C. In its discretion, the Board may allow Association use of other facilities and equipment from time to time. It is expressly understood that the Board is under no obligation to do so and that the cost of any supplies shall be borne by the Association.
- D. The Association shall have the right to use the interschool mail facilities, school mailboxes, and the District's electronic mail system as it deems necessary for the Association to inform its membership of votes, meetings, and other routine association business consistent with the U.S. Postal regulations and Board of Education policies. As a courtesy, we will send the Superintendent a copy of pertinent e-mails.
- E. The Association shall have the right, with administrative approval, to use school facilities and on-site equipment including teaching staff computers, typewriters, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association representative in each building shall secure permission from the administrator in charge if s/he is available in the building or otherwise such administrator shall be advised as soon as reasonably possible.
- F. The Board shall permit the Association President to visit the schools, to investigate working conditions, employee complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement. The Association President will notify the building principal prior to any site visit. Visits during the school day shall be at the discretion of the Superintendent.



## **ARTICLE 6 – MAINTENANCE OF WORK OPERATIONS**

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, nor support, nor will it authorize nor condone any Association member taking part in any strike (i.e., the concerted failure to report for duty or willful absence of any Association member from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful, and proper performance of a Association member's duties of employment), slowdown, walkout, or other illegal job action against the Board. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slow-down, walk-out, or job action during the term of this Agreement, it is covenanted and agreed that participation in any such activity by an Association member may be deemed grounds for imposing appropriate disciplinary action against such Association member.
- C. The Association agrees that it will make reasonable efforts to prevent Association members from participating in any strike, work stoppage, slowdown, or other illegal activity aforementioned or supporting any such activity by any other employee or group of employees of the Board during the term of this Agreement.
- D. Nothing contained in this Agreement shall be construed to limit or to restrict the Association or the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association.

## ARTICLE 7 – GRIEVANCE PROCEDURE

### A. Definitions

1. A "grievance" shall mean a complaint by an employee and/or the Association that there has been to him/her a personal loss, injury, or inconvenience because of a violation, misinterpretation, or inequitable application of an established Board policy governing employees, a provision of this Agreement or an administrative decision affecting the terms and conditions of employment, except that the term "grievance," subject to the provisions of paragraph F-8 below, shall not apply to:
  - a. any matter for which a method of review is prescribed by law;
  - b. any rule or regulation of the State Board of Education;
  - c. any matter which, according to law, is either beyond the scope of Board authority or limited to a unilateral action by the Board alone;
  - d. a complaint of a nontenured employee which arises by reason of his/her not being reemployed; or
  - e. a complaint by certificated personnel occasioned by appointment to, or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required unless the decision was made for disciplinary reasons.
2. A grievance to be considered under this procedure must be initiated by the employee or the Association promptly and expeditiously, within fifteen (15) school days of its occurrence.
3. A "grievant" is the Association or an Association member who files a grievance.
4. "Day" means school day, unless otherwise indicated. Saturdays, Sundays, and state mandated legal holidays are excluded as the last day of the time limit.
5. "Representative" is a person or agent designated to represent either party in the grievance procedure.
6. "Party in interest" is a person, agent, or agency with an interest in the grievance.

### B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise regarding grievances affecting the terms and conditions of employment, as defined above in paragraph A-1. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.

### C. Procedure

1. Time Limit - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Year-End Grievances - In the event a grievance is filed at such a time that it cannot be processed through all of the steps of this grievance procedure by the end of the school year, the grievance procedure shall be continued on the first day of the following school year. Upon mutual agreement, however, the parties may continue the processing of a grievance beyond the end of the school year under such terms as shall be agreed upon.

3. Specified Time Limits

- a. Failure by a grievant to process a grievance within the specified time limits of this procedure shall render the grievance as settled in favor of the Board.
- b. The Board shall respond in writing within the specified time limit.

D. Processing

1. Level 1 - Principal or Immediate Supervisor - A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) school days of its occurrence. An employee or Association with a grievance shall first submit the grievance in writing to his or her principal or immediate supervisor. The grievant may submit the grievance directly or through the Association's designated representative. The grievance must be on the proper form and shall include the following information:

- a. The nature of the grievance.
- b. The specific section of the Agreement, Board policy, or an administrative decision that has been violated or is in issue.
- c. The results of previous discussions, if any were held.
- d. If the grievance is processed beyond Level 1, the grievant should note his or her dissatisfaction with the decision previously rendered.

The principal or supervisor shall communicate his or her decision to the grievant in writing within five (5) school days after receipt of the written grievance.

2. Level 2 - Written Appeal to the Superintendent - The employee may appeal in writing within seven (7) school days the Supervisor/Administrator's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Supervisor/Administrator in writing. The Superintendent shall then confer with the concerned parties. S/he shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing, along with supporting reasons, to the employee and the Supervisor/Administrator within that time period.

3. Level 3 - Review by the Board of Education - If the grievance is not settled after reaching the Superintendent, a review by the Board could be requested. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days.

4. Level 4 - Advisory Arbitration

- a. Only the Association may request the appointment of an advisory arbitrator. The request shall be filed by the Association with the Superintendent and the Public Employment Relations Commission within fifteen (15) school days from the date of the issuance of the Board's written decision.
- b. The advisory arbitrator shall be appointed pursuant to the procedures of the Public Employment Relations Commission.

5. Limitations

- a. The advisory arbitrator shall limit the hearing to the issue submitted to him or her and shall consider no other material or evidence. S/he shall be limited to hearing and deciding only one grievance and shall neither hear nor decide multiple claims without the expressed written agreement of the parties.
- b. Arbitration proceedings shall be conducted at mutually agreed upon times.
- c. The advisory arbitrator shall have the authority to issue an advisory award and can add nothing to, nor subtract anything from, the Agreement between the parties.
- d. The hearing will entertain evidence, testimony, and arguments only on those matters that are specifically considered grievable under this Agreement as defined in paragraph A-1 of this Article.
- e. The hearing will be conducted in accordance with the rules set forth herein and consistent with due process.
- f. The advisory arbitrator shall first rule on the timeliness of the grievance and admissibility of the grievance to the fact finding process, if so requested by either party.
- g. The advisory arbitrator shall issue his/her advisory recommendation within twenty (20) days of the close of the hearing. S/he shall have no power to make an advisory award inconsistent with law or the provisions of this Agreement. The Board may either accept or reject the award, in whole or in part.

E. Cost

1. Each party will bear the total cost of case preparation and representation incurred by that party. The fees and expenses of the advisory arbitrator are the only costs which will be shared by the parties and such costs will be shared equally.

F. General Provisions

1. Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the Association.
2. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
3. The filing or pendency of any grievance shall not impede the normal management and continuing operation of the educational process. Employees shall not refuse to perform any duty or assignment based upon the pendency of any grievance.
4. All records of grievance processing shall be filed separately.
5. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association will distribute the forms as they are required.
6. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

7. Meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives, heretofore referred in this procedure.
8. To the extent that any superseding state statute mandates the use of the grievance procedure and binding arbitration in a particular case, then, upon demand with proper notice, such arbitration may be substituted for advisory arbitration at Level 4, subject to all other remaining conditions and limitations set forth herein in this Agreement.

## **ARTICLE 8 – EMPLOYEE FACILITIES**

- A. The Board will continue to keep the school facility properly equipped and maintained to provide for a safe and healthy environment. The Association shall have the opportunity to make recommendations as to the acquisition and maintenance of equipment and facilities through the liaison committee.

## **ARTICLE 9 – ASSOCIATION/ADMINISTRATION LIAISON**

- A. The Association president and other appropriate Association representatives shall meet with the Superintendent four (4) times or less per year as mutually agreed.
- B. The dates and times for such meetings shall be mutually determined.

## **ARTICLE 10 – PROTECTION OF EMPLOYEES, STUDENTS, AND PROPERTY**

- A. The Board agrees to abide by all statutes in Title 18A of the New Jersey Statutes Annotated and regulations issued pursuant thereto in the New Jersey Administrative Code.
- B. An employee shall immediately report any case of assault, or battery, or injury upon his/her person arising out of, or in connection with, his/her duties. Such matters shall be immediately reported to the supervisor.
- C. The Board shall reimburse an employee for damage or destruction to his/her clothing or personal effects on a person (to a maximum of \$250.00) and up to \$500 for corrective lenses and/or hearing aides sustained as a result of an unprovoked assault upon the employee while the employee is acting within the course of his/her employment. Reimbursement shall be with the prior written approval of the Superintendent upon submission by the employee of a written report detailing the assault and the property loss involved. Verification of the value of the items may be required. Reimbursement will not be allowed where recovery is available through insurance or other sources.



**ARTICLE 11 – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT –**  
**TEACHERS**

- A. The Association recognizes that it shares with its certificated staff responsibility for the professional development of its teaching staff.
- B. Each active teacher shall be required to complete 20 clock hours of State-approved continuing professional development and/or in-service annually pursuant to N.J.A.C. 6A:9-15.2, et seq. This provision shall be subject to changes based on modifications to the law. Professional activities/meetings shall align with the Professional Standards for Teachers as set forth in N.J.A.C. 6A:9-3.3.

## **ARTICLE 12 – EMPLOYEE ASSIGNMENT/MILEAGE**

### **A. Classroom Assistants**

1. Each school shall have the following facilities:
  - a. A work area containing adequate equipment and supplies to aid in the performance of employee's responsibilities.
  - b. Each classroom shall contain a student carrel, serviceable chair, and file drawer for the exclusive use of the classroom assistants assigned to the specific classroom, if these accommodations are within state facility guidelines for space.

### **B. Employee Mileage**

1. Employees who are required to use their personal vehicles in the performance of their duties shall be reimbursed for all authorized and properly documented travel at the rate authorized by the State Appropriations Act. Mileage is calculated by subtracting the round-trip distance between the employee's home and his/her regular work location from the miles traveled. Travel between buildings on the Gloucester County Education Campus is not eligible for mileage reimbursement. Employees seeking reimbursement of mileage costs or other expenses shall submit appropriate documentation on forms as required by the Board. Reimbursement may be requested on a monthly basis when the amount of reimbursement is twenty-five dollars (\$25.00) or more, or may be requested once every three months if the cumulative amount is less than twenty-five dollars (\$25.00).

All outstanding travel vouchers for the school year ending June 30 must be submitted as soon as possible after June 30 regardless of amount. Reimbursement requests which are not submitted by the close of books for the just completed school year cannot be approved or paid in accordance with NJDOE Accountability regulations.

## ARTICLE 13 – HOURS AND WORKLOAD

### A Teachers

1. The Association and the Board recognize the unique manner in which educational services are provided to students in the district. The parties agree to work with each other in effecting the efficient and appropriate delivery of educational services.
2. Nothing contained herein prohibits or limits the right of the Board to assign the extra duties normally associated with the teaching profession. Attendance at staff meetings before or after regular teaching hours is mandatory and recognized in the fixed annual compensation, and participation in parent meetings and similar school activities is also part of an employee's professional responsibility. Reasonable efforts will be made to notify staff at least forty-eight (48) hours in advance, except in emergencies. Certificated staff will be eligible for a minimal, continuous, daily 30-minute preparation period or 150 minutes cumulative weekly preparation. If a preparation period is not available, certificated staff shall be compensated through a proration of his/her regular salary.
3. The work day shall not exceed seven (7) hours. Each employee shall be entitled to a thirty (30) minute, unpaid, duty-free lunch period. The workday may be extended as needed for faculty meetings. Reasonable efforts will be made not to exceed twelve (12) staff meetings per year. Every effort will be made to limit faculty meetings to 30 minutes.
4. Certificated staff may be absent from the building during their scheduled duty-free lunch periods, provided they notify the office of their departure and return. One school nurse must remain on the school premises when school is in session to assure the health and safety of the students.
5. When an emergency requires monitoring of students after regular work hours, the employee shall be compensated at the additional compensation rate or shall be offered flex time.

### B. Classroom Assistants, One-to-One Aides, and Educational Interpreters with Sign Language Endorsement

#### 1. Daily Work Hours

The workday for classroom assistants and educational interpreters shall be seven (7) hours, including an unpaid, duty-free lunch period of the same length as the employee to whom the classroom assistant/educational interpreter is assigned. The workday may be extended as needed for faculty meetings. Reasonable efforts will be made not to exceed twelve (12) staff meetings per year. Every effort will be made to limit faculty meetings to 30 minutes.

2. Employees may be absent from the building during their scheduled duty-free lunch periods, provided they notify the office of their departure and return.
3. Classroom assistants/educational interpreters covering the class in the absence of the teacher receive a per diem stipend of fifty dollars (\$50.00) for the term of the Agreement. A classroom assistant/educational interpreter who does not meet the qualifications of a certified substitute shall not be authorized to work as a substitute teacher in any classroom.

#### 4. Holiday Schedule

The holiday schedule shall include the board-approved school calendar, Labor Day, and the days when schools are closed because of weather conditions.

#### 5. Overtime

Overtime is defined as hours actually worked in excess of forty (40) hours per week in accordance with the Fair Labor Standards Act.

6. When an emergency requires classroom assistants'/educational interpreters' monitoring of students after regular work hours, the employee shall be compensated at the additional compensation rate or shall be offered flex time.

## **ARTICLE 14 – WORK YEAR**

- A. Employees covered by this Agreement shall work in accordance with the school calendar to be published by the Board each year. The school year shall not exceed 184.5 days, exclusive of an additional day for new employees.
- B. New employees may be required to report for one (1) additional day that will be utilized for purposes of orientation.
- C. The Association may submit a letter to the Superintendent containing recommendations for the utilization of workdays. The letter will be reviewed by the Superintendent and the Board, but final determination on the utilization of workdays will remain at the discretion of the Board.
- D. Noncertified employees may apply for professional development opportunities, which may be granted at the discretion of their immediate supervisor. The professional development must be directly related to the employee's Professional Improvement Plan.
- E. Certificated employees may apply for up to two (2) professional development days, which may be granted at the discretion of the Superintendent, upon the recommendation of the individual supervisor. The Board guarantees that up to two (2) of these professional days will be granted to an employee for the purpose of maintaining professional licensure or certification provided it relates to the employee's employment in the District and only after the employee submits the proper documentation.
- F. The District shall provide the resources to obtain a minimum of fifteen (15) state approved continuing education hours yearly as part of professional development commitment to the faculty.

## **ARTICLE 15 – VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. In accordance with the decisions of the courts and the statutes of New Jersey, it is the exclusive province of the Board of Education to determine matters related to voluntary and involuntary transfers and reassignments. Nondisciplinary transfers and reassignment decisions of the Board of Education shall be final and binding and not subject to the grievance procedure of this Agreement.
- B. Vacancies will be posted on the Association bulletin boards, e-mailed to all employees, and placed on the District's websites for a period of ten (10) days. The period may be shortened for reasons of administrative necessity. A copy of such notice shall be sent to the Association. Any employee may apply for a vacancy. The decision on the assignment will be made at the discretion of the Superintendent and the Board. Nothing herein precludes interim appointments.
- C. Transfers and changes of assignments shall be on a voluntary basis, if possible. In making involuntary assignments and transfers, the convenience and the wishes of the individual employee will be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and the pupils. When an involuntary transfer or reassignment is necessary, primary consideration should be the employee's certification, length of service in the district, and extracurricular involvement, along with the needs of the district, in determining which employee is to be transferred or reassigned.
- D. Notice of an involuntary transfer or reassignment shall be given to employees two calendar weeks prior to the effective date.
- E. In the event that an employee objects to the transfer or reassignment, the Superintendent or his/her designee shall, upon the employee's request, schedule a meeting to discuss the transfer or reassignment.
- F. Failure to adhere to the procedures herein shall not be sufficient reason or cause to cancel or otherwise disturb a personnel action.

## ARTICLE 16 – EVALUATION AND PERSONNEL RECORDS

### A. Teachers

1. Employee observations and evaluations shall be carried out in accordance with all applicable statutory and administrative requirements or as set forth in New Jersey Statutes Annotated and the New Jersey Administrative Code.

### B. Classroom Assistants and One-to-One Aides

#### 1. Frequency

All assistants shall be evaluated by their immediate supervisors at least one (1) time in each year to be followed in each instance by a written evaluation report, which may include a conference between an employee and his/her immediate supervisor for the purpose of identifying any deficiencies and/or extending assistance for his/her correction.

### C. Educational Interpreters with Sign Language Endorsement

#### 1. Frequency

Employee observations and evaluations shall be carried out in accordance with all applicable statutory and administrative requirements for certified staff or as set forth in New Jersey Statutes Annotated and the New Jersey Administrative Code.

### D. Association Members

#### 1. Personnel Files

- a. Evaluation reports filed in the employee's personnel file shall be signed by both the evaluator and the employee.
- b. An employee shall have the right to review the material in his/her personnel file at least once every year. Inspection appointments will be scheduled upon receipt of a written or telephone request from the employee.
- c. An employee will be afforded the opportunity to review material derogatory to an employee's conduct, service, character, or personality, which has been, or will be, placed in the personnel file. The employee will sign the file copy with the understanding that such signature in no way indicates agreement with the contents thereof. An employee shall also have the right to submit a written response to such material, which shall be included in the personnel file.
- d. Employees shall have the right to indicate those documents and/or materials in their files, which they believe to be obsolete or otherwise inappropriate to retain. Said documents may be removed at the discretion of the Superintendent. The decision of the Superintendent shall be final and not subject to the grievance procedure.

## ARTICLE 17 – TEMPORARY LEAVES OF ABSENCE

- A. All employees may be granted temporary leaves without loss of pay provided that they comply with the regulations below:

1. Bereavement Leave

- a. An allowance of up to five (5) consecutive days including the date of the funeral service will be granted for death in the immediate family. If there is no funeral service, an allowance of up to five (5) consecutive days from the date of death will be granted for death in the immediate family. In computing the five (5) days, Saturdays, Sundays, and holidays will be excluded. The immediate family is defined as: father, mother, spouse, child, brother, sister, mother/father-in-law, grandparent, grandchild, or civil union partner. The Superintendent may grant non-consecutive and/or additional leave in exceptional circumstances.
- b. An allowance of up to three (3) consecutive days including the date of the funeral service or date of death will be granted for the following family members: stepparent, stepchild, son/daughter-in-law, or brother/sister-in-law. The Superintendent may grant non-consecutive and/or additional leave in exceptional circumstances.
- c. An allowance of one (1) day shall be granted to attend the funeral service of the following family members: aunt, uncle, niece, nephew, cousin, or any person who is legally domiciled in the immediate household.
- d. The Superintendent, in his/her sole discretion, may grant additional bereavement leave in exceptional circumstances.

2. Personal Leave

- a. A full-time employee may request up to three (3) days personal leave per year.
- b. Personal leave may be requested for personal business or legal matters which cannot be completed other than during school time. Verification of the reason for the personal day may be required at the discretion of the Superintendent.
- c. Personal days may be utilized for emergencies or other urgent reasons not enumerated above if the employee has received the approval of his/her immediate supervisor; has recorded the absence into Aesop, and received final approval.
- d. Employees who are recognized as part of the District's Employee Recognition Program (Teacher of the Year/Paraprofessional of the Year/Employee of the Year) will receive one (1) additional personal day during that school year. The personal day must be used in the year the award is won and will not transfer to a sick day or accumulate if the day is not used.
- e. The following regulations shall apply to the granting of personal days:
  - (1) Any unused personal days shall accumulate annually in the sick leave account for use as additional sick days. These days are reimbursable as accumulated sick leave upon retirement.
  - (2) The request for personal leave shall be entered into Aesop at least three (3) days before the commencement of the leave, except in cases of emergency.



- (3) Any absence, which is for a purpose not enumerated above and not covered by sick leave, shall result in the deduction of one (1) day's pay for each day of absence.

## ARTICLE 18 – EXTENDED LEAVES OF ABSENCE

- A. Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:
1. Requests for leave shall be in writing.
  2. Eligibility shall be based on a minimum of twelve (12) months of continuous employment in the district.
  3. All extended leaves shall be limited to a maximum of one (1) school year or, in the case of nontenured employees, to the end of their Agreement term. Further extensions, if any, shall be at the sole discretion of the Board after application by the affected employee.
  4. Sick leave days and other benefits shall not accrue during the leave, but unused sick leave days shall be reinstated upon return to employment.
  5. Notice of intention to either return to employment or to resign shall be given to the Superintendent on or before March 1 of the year in which the leave expires.
  6. Reemployment during the school year shall be at the sole discretion of the Board. Extended leaves of absence are normally approved through the end of a program year. Employees may also request to return at mid-year. In approving an appropriate return date, the Board will take into consideration the desires of the employee and the need to maintain educational continuity. The Board's judgment as to the maintenance of educational continuity shall not be subject to review.
  7. In cases of disability, including pregnancy, employees must use current and accumulated sick leave.
- B. The following types of extended leaves of absence are available:
1. Military Leave
    - a. Military leave without pay shall be granted in accordance with all applicable statutory requirements.
  2. Disability Leave (Including Pregnancy Leave)
    - a. In cases of anticipated disability, an employee shall notify his/her supervisor of the anticipated disability as soon as the employee is under medical supervision for the condition. In case of pregnancy, the employee shall notify her supervisor at least four (4) months prior to the anticipated due date. The employee shall present to the Human Resources Department a medical certification completed by the employee's attending physician as to the anticipated date of disability, or the due date, in case of pregnancy. The physician's statement shall include a description of any limitation as to the employee's physical ability to perform assigned duties.
    - b. The Board, in its discretion, may require a review and examination of the employee's condition by a Board-selected physician as to the employee's fitness to continue in employment. The employee may also secure an examination by his/her own physician. In case of disagreement as to the employee's fitness, the decision of an independent health officer, mutually agreed upon by the employee and the Board, shall be conclusive. Costs of the health examination shall be shared equally by the employee and the Board. If, as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on sick leave for the duration of the disability with such compensation, if any, to which the employee is entitled under the terms of this Agreement. If, as a result of such examination, the employee is found to be fit to perform assigned duties, every effort shall be made to return the employee to previously held duties, at the same location, regardless of the time in the calendar year.

- c. The Board reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated Agreement and the rules of the insurance carrier. However, time spent on unpaid leave shall not be counted for accrual of any benefits.

3. Miscellaneous Leave

- a. Upon application, the Board, in its sole discretion, may grant such additional leave, as it deems appropriate.

4. Leave Under the Federal Family and/or New Jersey Medical Leave Act

- a. Leave to provide care as the result of the birth or adoption of a child or a serious health condition of a family member (as defined in the Act) is available to eligible employees pursuant to the Federal Family Medical Leave Act, N.J.S.A. 34:11B-1, et seq. Any such leave shall be in accordance with all statutory requirements and procedures.
- b. Pursuant to the Federal Act, eligible employees are entitled to take up to a maximum of twelve (12) weeks of leave in a twelve (12) month period. The New Jersey Family Leave Act provides twelve (12) weeks in a twenty-four (24) month period to eligible employees. The twelve (12) or twenty-four (24) month period commences with the beginning of the leave.
- c. Pursuant to the requirements of the Act, the Board will maintain in effect, for up to the maximum twelve (12) week duration of leave under the Act, the employee's health insurance coverage as if the employee had continued in active employment.
- d. Employees desiring family leave must meet with Human Resources staff to review the timeline for required documentation, submit a leave request indicating the last work day, anticipated full term of leave, and anticipated return to work date. Disability leave, FMLA and/or NJFLA time run concurrently. An employee may return to work prior to the prearranged expiration of the family leave period only at the discretion of the Board, and upon receipt of a fitness for duty certificate indicating s/he is able to perform 100% of his/her job functions. This certificate must be presented to Human Resources no later than the return to work date.
- e. An employee desiring to take leave in excess of the maximum twelve (12) weeks allowable under the Family Leave Act must include a request for this additional leave time along with the original Family Leave Act request. Such additional leave may be granted at the discretion of the Board.
- f. Family leave will not be taken concurrently with paid sick leave.

(1) Leave for Child Rearing/Adoption Purposes

- (a) Requests for child rearing leave shall be submitted at least sixty (60) days prior to the anticipated commencement of the leave. The leave request must include the last workday, anticipated full term of the leave, and anticipated return to work date.
- (b) Leave for child rearing purposes under the Family Leave Act must start within one (1) year of the birth or adoption of the child.

(2) Leave to Care for Family Member with Serious Health Condition

- (a) An employee requesting family leave in order to care for a family member (as defined by the Act) who has an identified serious health condition, as supported by a completed medical certification, shall provide at least fifteen (15) days prior notice to the commencement of the leave, except where emergent circumstances warrant shorter notice. The leave request shall include a prearranged commencement and expiration date.

5. Sabbatical Leave

a. The Board of Education, in seeking to enhance the general welfare and competency of the certificated staff, and to stimulate enrichment of the educational environment, shall grant sabbatical leave to full-time certificated employees, not to exceed two (2) in any one academic year, in accordance with the following provisions:

- 1) Eligible certificated staff members shall have served a minimum of seven (7) consecutive years in the GCSSSD immediately prior to the year of requested leave.
- 2) Such leave shall be restricted to post baccalaureate and shall be granted for a period of up to one (1) full contractual year. The sabbatical program must be related to the staff member's teaching or professional certification and assignment.
- 3) Sabbatical leave shall be limited to two (2) certificated staff members per contractual year.
- 4) Sabbatical leave shall be without pay, and the certificated staff member shall be entitled to health benefits as listed in Article 23.
- 5) Requests for sabbatical leave shall be submitted to the Superintendent five (5) months in advance of the effective date (prior to March 31). The request shall include a detailed outline of the applicant's proposed program for the sabbatical period. An applicant shall be notified of the disposition of his/her request within two (2) months following submission.
- 6) Following such leave, every effort shall be made to reassign the recipient to a position and duties essentially comparable to those in which he or she was engaged.
- 7) Credit for salary guide purposes shall be granted for the sabbatical period.

6. Educational Leave

The Superintendent will have sole discretion to authorize or deny Educational Leave during the term of this Agreement (i.e., student teaching).

## ARTICLE 19 – SICK LEAVE

- A. Employees are entitled to ten (10) days sick leave per year, prorated from date of employment, without loss of pay. Sick leave should be taken only in cases of an employee's illness, which would interfere with the successful completion of responsibilities. The Superintendent has the discretion to require the submission of a medical excuse in appropriate situations.
- B. Unused sick leave shall accumulate from year to year. Upon regular retirement, as defined under applicable pension regulations, the employee shall be reimbursed, up to a maximum of 125 days, at a \$50.00 per diem rate for each unused sick day for the term of this Agreement. Classroom assistants and one-to-one aides will be compensated at a \$37.50 per diem rate for each unused sick day for the term of this Agreement. In the event of an employee who has worked for the district ten (10) years or more and who is actively working at the time of death, the Board will pay the employee's estate his/her unused sick days and health benefit waiver reimbursement, where applicable, in accordance with the limits set forth in the paragraph. The Board reserves the exclusive right to grant exceptions for employees who die within ten (10) years or more service in the district, but are on approved leave.
- C. Employees shall enter their absence for illness in Aesop no later than one hour prior to the need for the leave, and contact their assigned school(s) by 6:00 a.m., whenever possible.
- D. Upon termination of employment, an employee may request a certificate indicating the employee's number of accumulated sick days as of the date of termination.
- E. Employees released due to a reduction in force and reemployed within the next school year shall be entitled to reinstatement of past accumulated sick and personal leave. Employees leaving the Board's employ for any other reason and who are thereafter reemployed by the Board will not be credited with sick and personal days from their previous account.
- F. Employees shall be given a written accounting of accumulated unused sick leave at the start of the new school year.

## ARTICLE 20 – EMPLOYMENT

- A. Every person holding an office, employment, or position with a school district shall have his/her principal residence in the State. An employee who does not have his/her principal residence in this State as of September 1, 2011, shall not be subject to the residency requirement while the employee continues to work in the District without a break in service of greater than seven days. An employee employed after the effective date shall have one year from the time of employment to satisfy the requirement of principal residency.
- B. Credit for military service shall be granted as required by N.J.S.A. 18A:29-11.
- C. Employees are notified of their contract status for the following year by May 15. This date is subject to modification by rule or regulation.
- D. Placement on Salary Guide

An increment will not be granted to those who do not have the following minimum days of service during the first year of employment:

10-month contract	90 days*
12-month contract	108 days*

\*Exclusive of sick, personal, and unpaid leave.

E. Teachers

1. In accordance with N.J.S.A. 18A:26-2, the Board agrees to employ only certificated teachers or those qualified to obtain certificates issued by the New Jersey Department of Education.2. In accordance with N.J.S.A. 18A:29-9, whenever a person shall accept employment as an employee in this school district, his/her initial placement on the salary schedule shall be at such point as may be agreed upon by the individual and the Board.
3. Dismissal  
A terminated employee shall receive sixty (60) calendar days notice.
4. Resignation  
Any employee who is resigning from his/her position shall give at least sixty (60) calendar days notice.

F. Classroom Assistants/Enterprise Managers/Specialized Teaching Assistants/One-to-One Aides

1. Dismissal  
A terminated employee shall receive fourteen (14) calendar days notice.
2. Resignation  
Any employee who is resigning from his/her position shall give at least fourteen (14) calendar days notice.

G. Educational Interpreters with Sign Language Endorsement

1. Dismissal

A terminated employee shall receive at least sixty (60) calendar days notice.

2. Resignation

Any employee who is resigning from his/her position shall give sixty (60) calendar days notice.

H. Whenever necessary to calculate a daily rate for employees, the following procedure shall be followed:

1. For employees serving on a ten-month basis, the daily rate shall be  $1/200$  of the annual base salary.
2. For employees serving on a twelve-month basis, the daily rate shall be  $1/260$  of the annual base salary.

I. Reduction in Rank or Job Classification

Any reduction in classification or salary, regardless of compensation or the issuance of a reprimand, may be subject to the Grievance Procedure; however, in matters of suspension or dismissal of an employee, the grievant may appeal only to the Commissioner of Education if dissatisfied with the response of the Board. Nonrenewal shall not be considered a dismissal within the meaning of this paragraph.

## ARTICLE 21 – SALARIES

- A. Employees employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments, payable on the 15th and the last day of each month, except in December when the second salary payment will be made on the last workday prior to the school holiday recess.
- B. Subject to administrative feasibility, an employee may authorize periodic salary deductions in accordance with law.
- C. When payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. Each staff member shall receive his/her final check, following completion of all duties and obligations relating to the closing of the school year, on June 30.
- D. Salary adjustments from column to column for certificated and paraprofessional staff will be made effective as of September 1 and February 1 of each year.
- E. Employees' salaries will change in accordance with the appropriate salary guide each year, unless they were denied that privilege in a disciplinary action. The parties will mutually agree upon the salary guides.
- F. To qualify for a salary adjustment based on the approved salary guide, the employee must meet the following requirements:
1. Courses shall have been given at an accredited institution as approved by the State Department of Education.
  2. Courses shall be those offered for the attainment of a graduate degree or those specialized courses directly related to the employee's duties as approved by the Superintendent. Only courses completed after the date the degree was awarded will be counted toward additional credits on the salary guide.
  3. Successful completion of the course of study shall be designated by a degree or certification by the institution.
  4. To effect a salary adjustment on September 1 or February 1, a certificated staff member must submit an Application for Transfer on Salary Guide and submit it to the Director of Human Resources, along with official transcripts supporting the requested adjustment. The records must be submitted before September 30 to be eligible for a salary adjustment in the fall semester and before February 28/29 to be eligible for a salary adjustment in the spring semester.
- G. Salary guides for all teachers covered by this Agreement are set forth in Exhibit A. Salary guides for educational interpreters are set forth in Exhibit B. In addition, salary guides for certified occupational therapy assistants, certified physical therapy assistants, certified school nurse assistants, specialized program assistants, classroom assistants, and one-to-one aides are set forth in Exhibits C-E and salary guides for Enterprise Managers are set forth in Exhibit F.

Salary increases will be:

2015-16	2.80% (Retroactive)
2016-17	2.75%
2017-18	2.75%



- H. Employees who perform regular instructional duties during the summer months shall be compensated on a per hour basis and have all the rights and privileges under this Agreement. Compensation for all summer assignments will be prorated on an hourly basis from the regular salary rate.
- I. Through the life of the Agreement, all employees recognized herein will be eligible for longevity payments of one thousand dollars (\$1,000.00) per year following their tenth (10<sup>th</sup>) year of service and each year thereafter. This payment shall be pensionable as permitted by law.

## **ARTICLE 22 - PROVISIONS APPLICABLE TO NONTENURED EMPLOYEES**

- A. To the extent required by law, nontenured employees who receive notice of nonrenewal shall have as their exclusive means of redress according to the procedures set forth in N.J.S.A. 18A:27-3.2 and N.J.A.C. 6A:32-4.6. No further right of appeal shall be available under this Agreement.

## **ARTICLE 23 – INSURANCE COVERAGE**

### **A. Health Benefits Eligibility**

The Board of Education shall provide medical, prescription, and dental benefits for eligible employees and dependents through the School Employees' Health Benefits Program (SEHBP) or an equivalent plan for the term of this Agreement.

All one-to-one aides and classroom assistants hired after 06/15/16 shall be entitled to select single coverage from the AETNA 2035 HMO or the Horizon 2035 HMO Insurance Plans and may purchase additional coverage by payroll deduction. Current staff (hired prior to 06/15/16) are grandfathered and entitled to the benefits currently offered for the duration of their employment.

Eligibility for enrollment requires the employee to work a minimum of twenty-five (25) hours per week. There is a two-month waiting period following the hire date before health coverage begins, provided the completed documentation is submitted. However, ten-month employees, when beginning work at the beginning of the contract year, will have coverage commence on September 1. Another exception occurs if the new employee was enrolled in the State Health Benefits Plan (SHBP) or the SEHBP with the previous employer, and the coverage is still in effect on the day beginning work with the new employer. In this case, coverage begins immediately with no break.

Coverage changes involving the addition of dependents are effective retroactive to the date of the event (marriage, civil union, birth, adoption, etc.) provided that the application and all supporting documentation is filed within sixty (60) days of the event. Coverage will end based on the SEHBP timetable for termination of coverage.

Multiple coverage is prohibited under the SHBP/SEHBP. State statute specifically prohibits two members who are each enrolled in SHBP/SEHBP plans from covering each other. Therefore, an eligible individual may only enroll in the SHBP/SEHBP as an employee or retiree, or be covered as a dependent.

### **B. Medical Insurance**

For the duration of this Agreement, the Board will pay an amount equal to the premium cost, less the employee's health benefits contribution as mandated by Chapter 78, P.L. 2011, for appropriate coverage (single, couple, parent/child(ren), family). Eligible employees may select from the medical plans available to the District through the SEHBP or an equivalent provider.

### **C. Prescription Drug Benefits**

For the duration of this Agreement, the Board will pay an amount equal to the premium cost, less the employee's health benefits contribution as mandated by Chapter 78, P.L. 2011, for appropriate coverage (single, couple, parent/child(ren), family). The employee prescription drug plan is provided based upon the medical plan the employee selects. The parties agree that the State Health Benefit and School Employees' Health Benefit Plan Design Committees will establish the co-payment amounts on an annual basis.

In some plans, the prescription drugs are included in the plan and are subject to a deductible and coinsurance. This means that the member pays the full cost of medications until the deductible is reached. Once the out-of-pocket maximum is reached, the member pays the applicable coinsurance until the out-of-pocket maximum is met. For 2015, these plans are identified as NJ Direct HD1500, Aetna Value HD1500, or Horizon HMO 2035, but may change subject to the discretion of the SEHBP.

### **D. Dental Insurance**

For the duration of this Agreement, the Board will pay an amount equal to the premium cost for appropriate coverage (single, couple, parent/child (ren), family). Employees are offered enrollment in one of the two basic types of dental plans: one of several Dental Plan Organizations (DPOs) or the Dental Expense Plan. DPOs contract with a network of providers for dental services. You must use providers who participate with the DPO you select to receive coverage. The Dental Expense Plan is administered by Aetna Dental.

E. Vision Benefit

For the duration of this Agreement, the Board will reimburse up to \$150 per school year towards the cost of vision exams and/or prescriptive corrective lenses for the employee.

F. Waiving Health Benefits

An employer other than the State participating in the SHBP or SEHBP may allow an employee who is covered as a dependent under other employer-provided health benefits coverage to waive SHBP/SEHBP health benefits and be reimbursed the waiver incentive. Waiver incentives are only payable if the other coverage is through a non-SHBP/SEHBP program. The waiver shall be the lesser of 25% of the waived annual premium cost to the Board or \$5,000 annually.

G. Flexible Spending Account

In compliance with Chapter 78, P.L. 2011, employees may choose to participate in the Flexible Spending Account (FSA). The FSA allows employees to put aside pre-tax dollars for qualified unreimbursed medical expenses, and/or dependent day care expenses. During the term of this contract, the Board will maintain a Section 125 Plan (Plan) as defined by the Internal Revenue Service Code. At a minimum, the Plan will include options required under the New Jersey laws governing local Boards of Education.

The Board has the right to change insurance carriers or plans as long as equivalent benefits are provided.

## **ARTICLE 24 – REPRESENTATION FEE**

### **A. Purpose of Fee**

If a recognized employee does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

### **B. Amount of Fee**

#### **1. Notification**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

#### **2. Legal Maximum**

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five percent (85%) of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

### **C. Deduction and Transmission of Fee**

#### **1. Notification**

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year by November 1st. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

#### **2. Payroll Deduction Schedule**

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on a list provided by NJEA during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

- a. Ten (10) days after receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining Association position, unless the employee previously served in a bargaining Association position and continued in the employ of the Board in a non-bargaining Association position or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining Association position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining Association position during the preceding thirty (30) day period. This list will include names, job titles, and dates of employment for all such employees.

D. Indemnification

The Association shall indemnify and hold harmless the Board for all claims and/or liability, including counsel fees and court costs, arising out of or related to the withholding of monies under this Article and/or the application thereof. In the event that such a claim is presented to the Board, it shall promptly advise the Association and the Association shall forthwith take over the defense of the matter.

## **ARTICLE 25 – BENEFIT ELIGIBILITY**

- A. For the purposes of benefit eligibility under this Agreement, an eligible employee is defined as a regularly employed, contracted, full-time Association staff member and eligible dependents.

## **ARTICLE 26 -- FULLY BARGAINED AGREEMENT**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either, or both, parties at the time they negotiated or signed this Agreement.



## **ARTICLE 27 – SEVERABILITY**

- A. If any provision of this Agreement is held to be contrary to law, then such provision will not be deemed valid, except to the extent allowed by law. All other provisions of this Agreement shall continue in full force and effect.

## ARTICLE 28 – DURATION

A. The terms of this Agreement shall be effective July 1, 2015 through June 30, 2018.

### ASSOCIATION

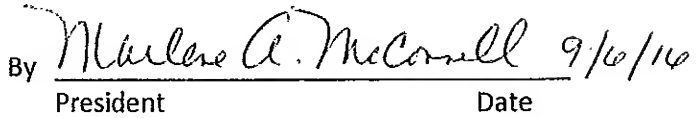
Gloucester County Special Services  
School District Employees' Association

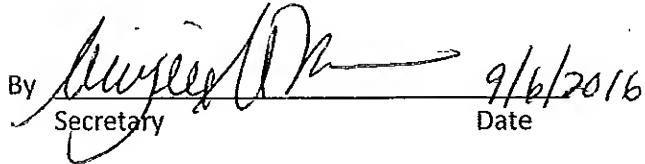
By  9/7/16  
President Date

By  9/7/16  
Secretary Date

### BOARD OF EDUCATION

Board of Education of the Special Services  
School District and the Vocational School  
District of the County of Gloucester

By  9/6/16  
President Date

By  9/6/2016  
Secretary Date

## SALARY GUIDE EXHIBITS

### EXHIBIT A – Teachers

**YEAR 1  
2015-16**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$52,247	\$53,047	\$53,747	\$54,547	\$55,347	\$56,167
2-3	\$52,447	\$53,247	\$53,947	\$54,747	\$55,547	\$56,367
4-5	\$52,647	\$53,447	\$54,147	\$54,947	\$55,747	\$56,567
6	\$52,947	\$53,747	\$54,447	\$55,247	\$56,047	\$56,867
7	\$53,247	\$54,047	\$54,747	\$55,547	\$56,347	\$57,167
8	\$53,647	\$54,447	\$55,147	\$55,947	\$56,747	\$57,567
9	\$54,047	\$54,847	\$55,547	\$56,347	\$57,147	\$57,967
10	\$54,847	\$55,647	\$56,347	\$57,147	\$57,947	\$58,767
11	\$55,980	\$56,780	\$57,480	\$58,280	\$59,080	\$59,900
12	\$57,280	\$58,080	\$58,780	\$59,580	\$60,380	\$61,200
13	\$58,580	\$59,380	\$60,080	\$60,880	\$61,680	\$62,500
14	\$59,880	\$60,680	\$61,380	\$62,180	\$62,980	\$63,800
15	\$61,330	\$62,130	\$62,830	\$63,630	\$64,430	\$65,250
16	\$62,848	\$63,648	\$64,348	\$65,148	\$65,948	\$66,768
17	\$64,548	\$65,348	\$66,048	\$66,848	\$67,648	\$68,468
18	\$67,758	\$68,558	\$69,258	\$70,058	\$70,858	\$71,678
19	\$70,968	\$71,768	\$72,468	\$73,268	\$74,068	\$74,888

**YEAR 2  
2016-17**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$52,997	\$53,797	\$54,497	\$55,297	\$56,097	\$56,917
2	\$53,197	\$53,997	\$54,697	\$55,497	\$56,297	\$57,117
3-4	\$53,397	\$54,197	\$54,897	\$55,697	\$56,497	\$57,317
5-6	\$53,697	\$54,497	\$55,197	\$55,997	\$56,797	\$57,617
7	\$53,997	\$54,797	\$55,497	\$56,297	\$57,097	\$57,917
8	\$54,397	\$55,197	\$55,897	\$56,697	\$57,497	\$58,317
9	\$54,797	\$55,597	\$56,297	\$57,097	\$57,897	\$58,717
10	\$55,597	\$56,397	\$57,097	\$57,897	\$58,697	\$59,517
11	\$56,730	\$57,530	\$58,230	\$59,030	\$59,830	\$60,650
12	\$58,030	\$58,830	\$59,530	\$60,330	\$61,130	\$61,950
13	\$59,330	\$60,130	\$60,830	\$61,630	\$62,430	\$63,250
14	\$60,630	\$61,430	\$62,130	\$62,930	\$63,730	\$64,550
15	\$62,080	\$62,880	\$63,580	\$64,380	\$65,180	\$66,000
16	\$63,598	\$64,398	\$65,098	\$65,898	\$66,698	\$67,518
17	\$65,298	\$66,098	\$66,798	\$67,598	\$68,398	\$69,218
18	\$68,508	\$69,308	\$70,008	\$70,808	\$71,608	\$72,428
19	\$71,718	\$72,518	\$73,218	\$74,018	\$74,818	\$75,638

**YEAR 3  
2017-18**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$53,747	\$54,547	\$55,247	\$56,047	\$56,847	\$57,667
2	\$53,947	\$54,747	\$55,447	\$56,247	\$57,047	\$57,867
3	\$54,147	\$54,947	\$55,647	\$56,447	\$57,247	\$58,067
4-5	\$54,447	\$55,247	\$55,947	\$56,747	\$57,547	\$58,367
6-7	\$54,747	\$55,547	\$56,247	\$57,047	\$57,847	\$58,667
8	\$55,147	\$55,947	\$56,647	\$57,447	\$58,247	\$59,067
9	\$55,547	\$56,347	\$57,047	\$57,847	\$58,647	\$59,467
10	\$56,347	\$57,147	\$57,847	\$58,647	\$59,447	\$60,267
11	\$57,480	\$58,280	\$58,980	\$59,780	\$60,580	\$61,400
12	\$58,780	\$59,580	\$60,280	\$61,080	\$61,880	\$62,700
13	\$60,080	\$60,880	\$61,580	\$62,380	\$63,180	\$64,000
14	\$61,380	\$62,180	\$62,880	\$63,680	\$64,480	\$65,300
15	\$62,830	\$63,630	\$64,330	\$65,130	\$65,930	\$66,750
16	\$64,348	\$65,148	\$65,848	\$66,648	\$67,448	\$68,268
17	\$66,048	\$66,848	\$67,548	\$68,348	\$69,148	\$69,968
18	\$69,258	\$70,058	\$70,758	\$71,558	\$72,358	\$73,178
19	\$72,468	\$73,268	\$73,968	\$74,768	\$75,568	\$76,388

**EXHIBIT B – Educational Interpreters**

**YEAR 1  
2015-16**

<u>Step</u>	<u>Emergency</u>	<u>Standard</u>	<u>BA</u>
1	\$37,447	\$39,447	\$40,447
2	\$38,102	\$40,102	\$41,102
3	\$39,070	\$41,070	\$42,070
4	\$40,038	\$42,038	\$43,038
5	\$41,006	\$43,006	\$44,006
6	\$41,874	\$43,874	\$44,874
7	\$42,942	\$44,942	\$45,942
8	\$43,911	\$45,911	\$46,911

**YEAR 2  
2016-17**

<u>Step</u>	<u>Emergency</u>	<u>Standard</u>	<u>BA</u>
1	\$38,147	\$40,147	\$41,147
2	\$38,802	\$40,802	\$41,802
3	\$39,770	\$41,770	\$42,770
4	\$40,738	\$42,738	\$43,738
5	\$41,706	\$43,706	\$44,706
6	\$42,574	\$44,574	\$45,574
7	\$43,642	\$45,642	\$46,642
8	\$44,611	\$46,611	\$47,611

**YEAR 3  
2017-18**

<u>Step</u>	<u>Emergency</u>	<u>Standard</u>	<u>BA</u>
1	\$38,847	\$40,847	\$41,847
2	\$39,502	\$41,502	\$42,502
3	\$40,470	\$42,470	\$43,470
4	\$41,438	\$43,438	\$44,438
5	\$42,406	\$44,406	\$45,406
6	\$43,274	\$45,274	\$46,274
7	\$44,342	\$46,342	\$47,342
8	\$45,311	\$47,311	\$48,311

**EXHIBIT C – Certified Occupational Therapist Assistants & Physical Therapist Assistants**

<u>Step</u>	<u>YEAR 1</u> <u>2015-16</u>	<u>YEAR 2</u> <u>2016-17</u>	<u>YEAR 3</u> <u>2017-18</u>
1	\$47,060	\$47,760	\$48,460
2	\$47,339	\$48,039	\$48,739
3	\$47,618	\$48,318	\$49,018
4	\$47,897	\$48,597	\$49,297
5	\$48,174	\$48,874	\$49,574

**EXHIBIT D – Specialized Program Assistants**

**YEAR 1**

**2015-16**

<u>Step</u>	<u>Base</u>	<u>Assc/60/BA</u>	<u>OFF</u>
1	\$28,919	\$29,459	\$34,185
2	\$29,344	\$29,884	
3	\$29,769	\$30,309	
4	\$30,194	\$30,734	
5	\$30,619	\$31,159	

**YEAR 2**

**2016-17**

<u>Step</u>	<u>Base</u>	<u>Assc/60/BA</u>	<u>OFF</u>
1	\$29,619	\$30,159	\$34,885
2	\$30,044	\$30,584	
3	\$30,469	\$31,009	
4	\$30,894	\$31,434	
5	\$31,319	\$31,859	

**YEAR 3**

**2017-18**

<u>Step</u>	<u>Base</u>	<u>Assc/60/BA</u>	<u>OFF</u>
1	\$30,319	\$30,859	\$35,585
2	\$30,744	\$31,284	
3	\$31,169	\$31,709	
4	\$31,594	\$32,134	
5	\$32,019	\$32,559	

**EXHIBIT E – Classroom Assistants & One-to-One Aides**

**YEAR 1**

**2015-16**

<u>Step</u>	<u>Base</u>	<u>Assoc/60/BA</u>	<u>OFF</u>
1	\$15,231	\$15,986	\$33,427
2-3	\$15,431	\$16,186	
4	\$15,631	\$16,386	
5	\$15,831	\$16,586	
6	\$16,291	\$17,046	
7	\$16,926	\$17,681	
8	\$17,586	\$18,341	
9	\$18,286	\$19,041	
10	\$19,208	\$19,963	
11	\$20,787	\$21,542	

**YEAR 2**

**2016-17**

<u>Step</u>	<u>Base</u>	<u>Assoc/60/BA</u>	<u>OFF</u>
1	\$15,244	\$15,999	\$34,127
2	\$15,444	\$16,199	
3-4	\$15,644	\$16,399	
5	\$15,844	\$16,599	
6	\$16,304	\$17,059	
7	\$16,939	\$17,694	
8	\$17,599	\$18,354	
9	\$18,299	\$19,054	
10	\$19,221	\$19,976	
11	\$21,487	\$22,242	

**YEAR 3**

**2017-18**

<u>Step</u>	<u>Base</u>	<u>Assoc/60/BA</u>	<u>OFF</u>
1	\$15,244	\$15,999	\$34,759
2	\$15,444	\$16,199	
3	\$15,644	\$16,399	
4-5	\$15,844	\$16,599	
6	\$16,304	\$17,059	
7	\$16,939	\$17,694	
8	\$17,599	\$18,354	
9	\$18,299	\$19,054	
10	\$19,221	\$19,976	
11	\$22,119	\$22,874	



**EXHIBIT F – Enterprise Managers**

	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
MINIMUM	\$32,248	\$33,135	\$34,046
MAXIMUM	\$48,478	\$48,478	\$48,478
MC	\$39,630	\$40,330	\$41,030
TM	\$45,507	\$46,207	\$46,907
JD	\$48,478	\$48,478	\$48,478

